

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH & GAME
FISHING AND BOATING ACCESS
1 RABBIT HILL ROAD
WESTBOROUGH, MA 01581
TEL (508) 389-7810
FAX (508) 389-7890



LETTER OF TRANSMITTAL

TO Town of Fairhaven - Harbor Master
40 Center St.
Fairhaven, MA 02719

DATE	3-25-19
ATTENTION	Tim Cox
RE:	FHA Projects

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change Order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
			LMA - Happy's
			- Seabrook Neck
			- Pease Park
			- Updated version - for review

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 20 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS DCR - office of Waterways - Dredging Contact Information

Michael Driscoll
Department of Conservation & Recreation
Office of Waterways
30 Shipyard Drive, Suite 200
Hingham, MA 02043
781-740-1600 x1107
michael.driscoll@mass.gov

COPY TO _____

SIGNED: Doug Cimen

SAMPLE

LAND MANAGEMENT AGREEMENT

THIS LAND MANAGEMENT AGREEMENT ("Agreement") is entered into pursuant to the authority of G.L. c.21A, §2(8) and §11B, on this _____ day of _____, 20____, by and between the Department of Fish and Game ("Department") and the Town/City of _____, acting by and through its Board of Selectmen/Aldermen and/or Mayor ("Municipality").

IN CONSIDERATION of the construction, improvement or repair, maintenance and daily operation of the fishing and/or boating access facility located at:

_____, ("facility"),
and in consideration of the mutual covenants contained herein, and for other good and valuable consideration with regard to the facility, the Department and the Municipality covenant and agree as follows:

1. The Department shall, subject to available funding and staff, undertake any repairs, replacement or reconstruction of the facility made reasonably necessary by the effects of weather or normal public usage.
2. The Department shall provide the Municipality with a sign or signs which contain the provisions of 320 CMR 2.00, regulations governing the use of public access facilities, and a statement that the facility was constructed by the Department of Fish and Game, Office of Fishing and Boating Access.
3. The Municipality shall install and maintain the sign or signs provided pursuant to section 2 of this Agreement in a prominent and visible location at the facility.
4. The Municipality shall be responsible for the daily operation and maintenance of the facility including, but not limited to policing, trash and litter removal, and the overall preservation of the facility for use by the general public in accordance with G.L. c.131, §45.

SAMPLE

5. The Municipality shall not use or permit to be used any parking spaces or open areas within the facility for purposes other than public access, or for purposes that are inconsistent with the provisions of 320 CMR 2.00 without the written permission of the Department.

6. Subject to the prior written approval of the Department, the Municipality may adopt a fee schedule and method of collecting such fees for the use of the facility.

(a) Fees charged by the Municipality for launching and parking shall be the same for all citizens, and for each type of usage, except as otherwise provided for in §6(b) and 6(c) of this Agreement.

(b) Fees for out-of-state users may be no more than three (3) times the fee for in-state users for daily or seasonal use, unless federal monies were used in, or reimbursed for the construction or repair of said facility, in which case the fee shall be the same for all users.

(c) A separate fee for commercial haulers may be adopted by the Municipality for daily or seasonal use.

7. All fees collected by the municipality shall be used exclusively for the daily operation and maintenance of the facility. Upon request, the Municipality shall provide the Department with a certified accounting of the receipts and expenditures of all such fees.

8. Subject to the prior written approval of the Department, the Municipality may adopt reasonable management measures governing the use of the facility that are not inconsistent with the provisions of 320 CMR 2.00, or other applicable management measures as adopted by the Department.

9. It is the intention of the Department and the Municipality that this Agreement provide for the continued existence, preservation, operation and maintenance of the facility, and that such

SAMPLE

benefit exceeds to an immeasurable and unascertainable extent any consideration recited in this Agreement. Therefore, the parties agree that any payment of monies would be an inadequate remedy for a breach by either party to this Agreement, and said parties further agree that as an alternative or an additional remedy, specific performance of any covenant contained herein may be enforced against the breaching party.

10. This Agreement shall be in effect until mutually dissolved or modified in writing by the Department and the Municipality.

SAMPLE

IN WITNESSES WHEREOF, the parties hereto have executed this Agreement on this
____ day of _____, 20 ____.

BY THE DEPARTMENT OF FISH AND GAME

Ronald Amidon, Commissioner

John P. Sheppard
Director of Fishing and Boating Access

BY THE MUNICIPALITY

Board of Selectmen/Aldermen and/or Mayor

_____	_____
_____	_____
_____	_____
_____	_____

I, _____, Clerk of the Municipality, hereby certify that
the above named individual(s) currently hold(s) the office of _____
_____, and is/are authorized to sign this Agreement on behalf of
the Municipality.

TOWN/CITY SEAL

LAND MANAGEMENT AGREEMENT

OFFICE COPY

215
FAIRHAVEN

Amended LMA for
Scout's Neck

AGREEMENT entered into this 28 day of September 1987 between
the Commonwealth of Massachusetts acting through its Commissioner of the Depart-
ment of Fisheries, Wildlife and the Department and the Town of Fairhaven
acting through its Board of Selectmen (hereinafter
referred to as the ("Mayor/Board of Selectmen").

NOW THEREFORE, in consideration of the construction of Public Access Boat
facility and parking area (hereinafter referred to as the
("facilities") in said Town, on September 28, 1987
by the Department of Environmental Quality Engineering, upon the recommendation
of the Public Access Board (hereinafter referred to as the "Board"), and in con-
sideration of the mutual covenants herein contained and for other good and val-
uable consideration with regard to said facilities the parties hereto covenant
and agree as follows:

1. The Department, upon consideration of the recommendations of the Board shall undertake any repairs, replacements or reconstruction made necessary by the effects of weather or normal public usage.
2. The Department shall make available to the Town on a timely basis any rules, regulations or promulgations concern-
ing the use of said facilities for the implementation by said Town within a reasonable time.
3. The Town shall agree that the operat-
ion of said facilities shall be the responsibility of the Town.
4. Such operation by the Town shall include but not be limited to the policing, trash and litter removal and the preservation of said facilities for the general public on equal terms.
5. The Town shall not use nor allow to be used any parking spaces or open areas for purposes other than public access, without the written permission of the Department.
6. The Town may charge a reasonable fee for the use of said facilities; provided however, that the same fee shall be charged to all users and that the fee schedule, after consideration of the recommendations of the Board, shall be approved in writing by the Department.
7. If such a fee, as approved by the Department, is charged pursuant to paragraph six (6), the proceeds of said fee shall be used exclusively for the operation and maintenance of said facilities and an account-
ing of receipts and expenditures, certified by the Town Treasurer shall be provided to the Department upon written request.


RECEIVED
SEP 22 11 28 AM '87
BOARD OF SELECTMEN
FAIRHAVEN
MASS

8. The Town may from time to time, after consideration by the Board and with the written approval of the Department, promulgate reasonable rules and regulations as may affect the use of said facilities so far as such rules and regulations are not inconsistent with those of the Department.
9. The Town agrees to erect a sign, and display the same prominently at the facility, stating that said facility has been constructed by the Massachusetts Department of Fisheries, Wildlife and

Whereas the benefit desired by the parties from the full compliance of this AGREEMENT is the existence, maintenance and preservation of public outdoor facilities and because such benefit exceeds to an immeasurable and unascertainable extent any consideration recited in this agreement, the parties agree that any payment of monies would be an inadequate remedy for a breach by either party to this AGREEMENT, and said parties further agree therefore, that, as an alternative or an additional remedy, specific performance of any covenant contained herein may be enforced against the breaching party.

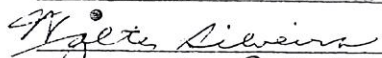

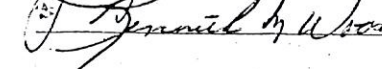
IN WITNESS WHEREOF, this 28 day of September, 1987, the parties hereto have executed this AGREEMENT.

DEPARTMENT OF FISHERIES, WILDLIFE
AND



Walter E. Sickford
Commissioner

Town of Fairhaven

By its: Mayor/Board of Selectmen

 Walter Silveira, Chairman
 Joseph Cataldo
 Kenneth Wood

Approved as to form:


Assistant Attorney General



Town of Fairhaven
Massachusetts
Office of the Selectmen

Telephone (508) 992-5416

JOSEPH CATALDO, JR., Chairman
PATRICK MULLEN
RUTH GALARY

Addendum to Land Management Agreements between the Town of Fairhaven and the Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement dated September 28, 1987 regarding the construction (repair) of the Sconticut Neck Boat Ramp.

The following item No. 10 shall govern both agreements:

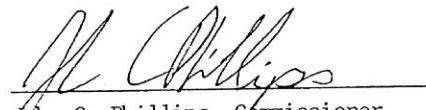
10. The term of this agreement shall be for the period that the facilities continue to be a designated Public Access Board site.

IN WITNESS WHEREOF, this 23rd day of September, 19 91, the parties hereto have executed this addendum to the aforementioned agreement.

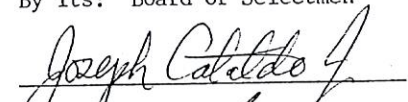

Concurrence by:
Public Access Board

Department of Fisheries, Wildlife and
Environmental Law Enforcement


John P. Sheppard, Director


John C. Phillips, Commissioner

Town of Fairhaven, Massachusetts
By its: Board of Selectmen

LAND MANAGEMENT AGREEMENT

THIS LAND MANAGEMENT AGREEMENT ("Agreement") is entered into pursuant to the authority of G.L. c.21A, §2(8) and §11B, on this 12th day of September, 20 11, by and between the Department of Fish and Game ("Department") and the Town/City of Fairhaven, acting by and through its Board of Selectmen/Aldermen and/or Mayor ("Municipality").

IN CONSIDERATION of the construction, improvement or repair, maintenance and daily operation of the fishing and/or boating access facility located at: Causeway Road "Hoppy's Landing" consisting of A) handicapped accessible sport fishing pier and parking for 12 vehicles, B) shore-fishing access and parking for 6 vehicles, C) canoe/car-top boat access and parking for 6 vehicles, D) existing boat ramp and parking for 35 vehicles with boat trailers. In addition, FBA's interest in the existing pier, gangway and steel floating dock shall be 50% of the cost of reconstruction, not to exceed \$50,000.00 ("facility"), and in consideration of the mutual covenants contained herein, and for other good and valuable consideration with regard to the facility, the Department and the Municipality covenant and agree as follows:

1. The Department shall undertake any repairs, replacement or reconstruction made reasonably necessary by the effects of weather or normal public usage. The timing of said repairs, construction or reconstruction shall be dependent upon budget restrictions and the appropriation of adequate funds by the Massachusetts Legislature.
2. The Department shall provide the Municipality with a sign or signs which contain the provisions of 320 CMR 2.00, regulations governing the use of public access facilities, and a statement that the facility was constructed by the Department of Fish and Game, Office of Fishing and Boating Access.

3. The Municipality shall install and maintain the sign or signs provided pursuant to section 2 of this Agreement in a prominent and visible location at the facility.

4. The Municipality shall be responsible for the daily operation and maintenance of the facility including, but not limited to policing, trash and litter removal, and the overall preservation of the facility for use by the general public in accordance with G.L. c.131, §45.

5. The Municipality shall not use or permit to be used any parking spaces or open areas within the facility for purposes other than public access, or for purposes that are inconsistent with the provisions of 320 CMR 2.00 without the written permission of the Department.

6. Subject to the prior written approval of the Department, the Municipality may adopt a fee schedule and method of collecting such fees for the use of the facility.

(a) Fees charged by the Municipality for launching and parking shall be the same for all citizens, and for each type of usage, except as otherwise provided for in §6(b) and 6(c) of this Agreement.

(b) Fees for out-of-state users may be no more than three (3) times the fee for in-state users for daily or seasonal use, unless federal monies were used in, or reimbursed for the construction or repair of said facility, in which case the fee shall be the same for all users.

(c) A separate fee for commercial haulers may be adopted by the Municipality for daily or seasonal use.

7. All fees collected by the municipality shall be used exclusively for the daily operation and maintenance of the facility. Upon request, the Municipality shall provide the Department with a certified accounting of the receipts and expenditures of all such fees.

8. Subject to the prior written approval of the Department, the Municipality may adopt reasonable management measures governing the use of the facility that are not inconsistent with the provisions of 320 CMR 2.00, or other applicable management measures as adopted by the Department.

9. It is the intention of the Department and the Municipality that this Agreement provide for the continued existence, preservation, operation and maintenance of the facility, and that such benefit exceeds to an immeasurable and unascertainable extent any consideration recited in this agreement. Therefore, the parties agree that any payment of monies would be an inadequate remedy for a breach by either party to this agreement, and said parties further agree that as an alternative or an additional remedy, specific performance of any covenant contained herein may be enforced against the breaching party.

10. This Agreement shall be in effect until mutually dissolved or modified in writing by the Department and the Municipality.

IN WITNESSES WHEREOF, the parties hereto have executed this Agreement on this
12th day of September, 2011.

BY THE DEPARTMENT OF FISH AND GAME

Mary Griffin
Mary Griffin, Commissioner

John P. Sheppard
John P. Sheppard
Director of Fishing and Boating Access

BY THE MUNICIPALITY

Board of Selectmen/Aldermen and/or Mayor

Mayor
Ernest Bonner
Craig, Sr.

I, Eileen M. Lowney, Clerk of the Municipality, hereby certify that
the above named individual(s) currently hold(s) the office of Townshaver
Selectmen, and is/are authorized to sign this Agreement on behalf of
the Municipality.

Eileen M. Lowney
TOWN/CITY SEAL
Townshaver

ORIGINAL LMA FOR;
Pease Park
Sconticut Neck &
Reservation Rd.

LAND MANAGEMENT AGREEMENT

AGREEMENT entered into this 30th day of May 1978 between the Commonwealth of Massachusetts acting through its Commissioner of the Department of Fisheries, Wildlife and Recreational Vehicles (hereinafter referred to as the "Department") and the Town of Fairhaven acting through its Board of Selectmen (hereinafter referred to as the "Board").

NOW THEREFORE, in consideration of the construction of launching facilities at Pease Park and Sconticut Neck including Reservation Rd. (hereinafter referred to as the "facilities") in said Town, on Middle St., Ocean Avenue and Reservation by the Department of Environmental Quality Engineering, upon the recommendation of the Public Access Board (hereinafter referred to as the "Board"), and in consideration of the mutual covenants herein contained and for other good and valuable consideration with regard to said facilities the parties hereto covenant and agree as follows:

1. The Department, upon consideration of the recommendations of the Board shall undertake any repairs, replacements or reconstruction made necessary by the effects of weather or normal public usage.
2. The Department shall make available to the Town of Fairhaven on a timely basis any rules, regulations or promulgations concerning the use of said facilities for the implementation by said Town of Fairhaven within a reasonable time.
3. The Town of Fairhaven shall agree that the operation of said facilities shall be the responsibility of the the Board of Selectmen.
4. Such operation by the Town of Fairhaven shall include but not be limited to the policing, trash and litter removal and the preservation of said facilities for the general public on equal terms.
5. The Town of Fairhaven shall not use nor allow to be used any parking spaces or open areas for purposes other than public access, without the written permission of the Department.
6. The Town of Fairhaven may charge a reasonable fee for the use of said facilities; provided however, that the same fee shall be charged to all users and that the fee schedule, after consideration of the recommendations of the Board, shall be approved in writing by the Department.
7. If such a fee, as approved by the Department, is charged pursuant to paragraph six (6), the proceeds of said fee shall be used exclusively for the operation and maintenance of said facilities and an accounting of receipts and expenditures, certified by the Fairhaven Town Treasurer Treasurer shall be provided to the Department upon written request.

8. The Town of Fairhaven may from time to time, after consideration by the Board and with the written approval of the Department, promulgate reasonable rules and regulations as may affect the use of said facilities so far as such rules and regulations are not inconsistent with those of the Department.
9. The Town of Fairhaven agrees to erect a sign, and display the same prominently at the facility, stating that said facility has been constructed by the Massachusetts Department of Fisheries, Wildlife and Recreational Vehicles, Public Access Board.

Whereas the benefit desired by the parties from the full compliance of this AGREEMENT is the existence, maintenance and preservation of public outdoor facilities and because such benefit exceeds to an immeasurable and unascertainable extent any consideration recited in this agreement, the parties agree that any payment of monies would be an inadequate remedy for a breach by either party to this AGREEMENT, and said parties further agree therefore that, as an alternative or an additional remedy, specific performance of any covenant contained herein may be enforced against the breaching party.

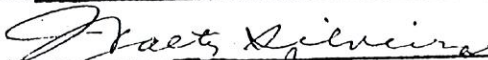
IN WITNESS WHEREOF, this 30th day of May, 1978, the parties hereto have executed this AGREEMENT.

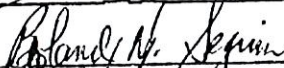
DEPARTMENT OF FISHERIES, WILDLIFE AND
RECREATIONAL VEHICLES


Bruce S. Gullion
Commissioner

Town _____ of Fairhaven

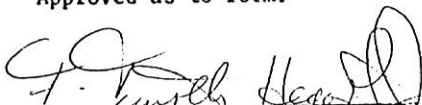
By its: Board of Selectmen







Approved as to form:


Assistant Attorney General

DEPT. OF FISHERIES ACQ.



JOSEPH A. SALADINO
TOWN CLERK AND TREASURER

TOWN OF
FAIRHAVEN
MASSACHUSETTS

THE FRIENDLY TOWN

- PEASE PARK
- SCONTICUT NECK

OFFICE OF
TOWN CLERK AND TREASURER
TOWN HALL
TELEPHONE 993-0132

ADJOURNED ANNUAL TOWN MEETING - MAY 13, 1978
WALTER SILVEIRA AUDITORIUM-ELIZABETH I. HASTINGS JUNIOR HIGH SCHOOL
TOWN MEETING MEMBERS PRESENT 141 - QUORUM REQUIRED 75

ARTICLE 73 BOAT RAMPS

Moved to authorize the Selectmen to permit the Commonwealth of Massachusetts through its Massachusetts Department of Fisheries, Wildlife and Recreational Vehicles, Public Access Board to reconstruct the existing launching facilities at Pease Park and Sconticut Neck and to construct new facilities on Reservation Road at the expense of the Commonwealth and, in consideration thereof, authorize the Selectmen to sign a land management agreement with the Commonwealth of Massachusetts in substantially the following form:

LAND MANAGEMENT AGREEMENT

AGREEMENT between the Commonwealth of Massachusetts acting through its Commissioner of the Department of Fisheries, Wildlife and Recreational Vehicles (hereinafter referred to as the "Department") and the Town of Fairhaven, acting through its Board of Selectmen (hereinafter referred to as the "Board").

NOW THEREFORE, in consideration of the construction of launching facilities at Pease Park and Sconticut Neck including Reservation Road hereinafter referred to as the "facilities") in said Town, by the Department of Environmental Quality Engineering, upon the recommendation of the Public Access Board (hereinafter referred to as the "Board"), and in consideration of the mutual covenants herein contained and for other good and valuable consideration with regard to said facilities, the parties hereto covenant and agree as follows:

1. The Department, upon consideration of the recommendations of the Board shall undertake any repairs, replacements or reconstruction made necessary by the effects of weather or normal public usage.
2. The Department shall make available to the Town on a timely basis any rules, regulations or promulgations concerning the use of said facilities for the implementation by said Town within a reasonable time.
3. The Town shall agree that the operation of said facilities shall be the responsibility of the Board of Selectmen.
4. Such operation by the Town of Fairhaven shall include but not be limited to the policing, trash and litter removal and the preservation of said facilities for the general public on equal terms.

TOWN OF
FAIRHAVEN
 MASSACHUSETTS

THE FRIENDLY TOWN

OFFICE OF
 TOWN CLERK AND TREASURER
 TOWN HALL
 TELEPHONE 993-0132

The Town of Fairhaven shall not use nor allow to be used any spaces or open areas for purposes other than public access, with the written permission of the Department.

6. The Town of Fairhaven may charge a reasonable fee for the use of facilities; provided however, that the same fee shall be charged to all users and that the fee schedule, after consideration of the recommendations of the Board, shall be approved in writing by the Department.

7. If such a fee is approved by the Department, the charges pursuant to paragraph six (6), the proceeds of said fee shall be used exclusively for the operation and maintenance of said facilities and an accounting of receipts and expenditures, certified by the Fairhaven Town Treasurer shall be provided to the Department upon request.

8. The Town of Fairhaven may from time to time, after consideration by the Board and with the written approval of the department, promulgate reasonable rules and regulations as may affect the use of said facilities so far as such rules and regulations are not inconsistent with those of the Department.

9. The Town of Fairhaven agrees to erect a sign, and display the same prominently at the facility, stating that said facility has been constructed by the Massachusetts Department of Fisheries, Wildlife and Recreational Vehicles, Public Access Board.

Whereas the benefit desired by the parties from the full compliance of this AGREEMENT is the existence, maintenance and preservation of public outdoor facilities and because such benefit exceeds to an immeasurable and unascertainable extent any consideration recited in this agreement, the parties agree that any payment of monies would be an inadequate remedy for a breach by either party to this AGREEMENT, and said parties further agree therefore that as an alternative or an additional remedy, specific performance of any covenant contained herein may be enforced against the breaching party.

Seconded.

Voted adoption.

A TRUE COPY ATTEST:

Joseph A. Saladino
 Town Clerk